

**APPENDIX E**  
**OUT-OF-STATE CUSTOMER, INTERLOCAL COOPERATION AGREEMENT**

**STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**

**HEWLETT PACKARD COMPANY**  
**CONTRACT NUMBER: DIR-SDD-223**

*(Participating Customer Name)*

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Customer”), Hewlett Packard Corporation (“HP”), and the State of Texas, acting by and through the Department of Information Resources (“DIR”), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and pursuant to authority granted to DIR in Section 2054.0565, Texas Government Code.

**1. Acknowledgement of Contract Use**

DIR and HP acknowledge and authorize the utilization of the State of Texas HP Contract by the Customer pursuant to the above mentioned Texas Government Codes.

**2. Governance of Agreement**

All terms and conditions as stated within the Contract, Section 4, Out-of-State Customer, shall govern this Agreement. All other terms and conditions of the Contract, not specifically related to State of Texas Customers, shall also govern this Agreement unless amended and stated below within Section 9, Contract Changes, of this Agreement.

**3. Purpose**

The purpose of this Agreement is to allow Customer to purchase information resource technologies through the State of Texas HP Contract.

**4. Agreement Term**

This Agreement shall begin when fully executed by all parties, upon the last date of signature, and shall continue in accordance with the term as stated in the Contract.

**5. DIR and Customer Consideration**

- A) Per Texas Government Code, § 2054.0565, the Customer may purchase goods and/or services through DIR contracts.
- B) DIR agrees to provide to Customer the information resources technologies available through the Contract and any additional information resources technologies that may be made available during the term of the Contract, in accordance with specifications submitted through Purchase Orders from Customer to HP or Order Fulfiller. All Contract information shall be made available to the Customer via the DIR internet web site.
- C) Customer agrees to notify DIR of any substantial problems in quality or service in relations with HP or an Order Fulfiller through the use of this Contract.
- D) **The Contract number, DIR-SDD-233OOS, must be shown on all Purchase Orders issued against the Agreement/Contract to the Vendor or Order Fulfiller.**

## **APPENDIX E**

### **6. Payment for Goods and Services**

- A)** Unless overruled by the procurement or government contracting laws of the Customer's home state, Customer shall make payment under the Agreement/Contract to HP within 45 days from the date of receipt from HP of a properly formatted and submitted invoice. Payment under the Agreement/Contract shall not foreclose the right to recover wrongful payments. Customer shall advise HP in the event that its procurement statutes or regulations preclude the payment of invoices within the foregoing payment term.
- B)** Payments must be made from current revenues available to Customer and authorized by its governing body.
- C)** Customer agrees to pay the rates and/or prices as allowed under the Contract. Customer understands these rates and/or prices include a DIR administrative fee.
- D)** Customer shall be required to provide to Vendor with proof of tax exempt status, if any.
- E)** All purchases executed under the Contract will require a Customer Purchase Order, as defined within the Contract.
- F)** Acceptance:
  - i. With Installation Services: Acceptance of product shall occur when the Vendor provides conforming delivery and installs conforming product and performs standard tests that demonstrate that the product is functioning in accordance with its published operating specifications and all packing material has been removed from Customer's facility.
  - ii. Without Installation Services: Acceptance shall occur when Vendor provides conforming delivery of undamaged and operational product to delivery location specified by the Customer.
  - iii. Deemed acceptance shall occur whenever a Customer makes use of product, materials or services for purposes beyond acceptance testing.

### **7. Termination**

HP and Customer shall abide by the termination terms and conditions as provided for in the Contract, in association with Purchase Orders submitted under the Agreement/Contract.

However, any party to this Agreement, upon written notice to all other parties, may cancel this Agreement upon thirty (30) calendar days advance notice. Termination of the Agreement does not preclude the parties from their obligations for all Purchase Orders submitted and accepted before the effective termination date. Also, termination of this Agreement shall have no effect on the Contract.

### **8. Primary Contacts**

#### **A) Participating Customer**

The Customer's primary contact for the Agreement is as follows:

Participating Customer Name:

Contact Name:

Address:

Telephone:

Fax:

E-mail:

## APPENDIX E

### B) DIR and HP

The primary contacts for DIR and HP for the Agreement shall be listed upon the DIR hosted internet web site for the State of Texas HP Contract. The DIR web site can be accessed at: [www.dir.state.tx.us](http://www.dir.state.tx.us)

### 9. Contract Changes

All terms and conditions provided in the Contract shall control this Agreement unless specifically stated below.

*(Insert specific Contract section changes)*

### 10. Representations

Customer hereby certifies that it has the authority to enter into this Agreement under the terms of its state laws. DIR hereby certifies that the Contract is authorized and that this Agreement neither requires nor permits either entity to exceed its respective duties and responsibilities or the limitations of its appropriated funds.

### 11. Authorization

This Agreement shall not become valid until signed by duly authorized representatives of all parties and may not be amended except in writing and duly signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature.

#### ***ENTITY NAME (INCLUDING STATE)***

Authorized By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **HEWLETT PACKARD COMPANY**

Authorized By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES**

Authorized By: \_\_\_\_\_

Name: **Brian S. Rawson**

Title: **Director of Service Delivery**

Date: \_\_\_\_\_

Legal: \_\_\_\_\_